

Bell Atlantic Network Services, Inc.
One Bell Atlantic Plaza
1310 North Court House Road
4th Floor
Arlington, VA 22201
703 974-1840

John D. Broten
Director
External Affairs

June 4, 1996

Transmittal No. 883

William F. Caton
Acting Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Common Carrier Bureau

The accompanying tariff material, issued by the Bell Atlantic Telephone Companies and bearing Tariff F.C.C. No. 1, Access Service, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. This material filed on forty five days' notice is scheduled to become effective on July 19, 1996. This filing consists of tariff pages as indicated on the following check sheets:

Tariff F.C.C. No.1

Check Sheet Revision No.

826th Revised Page 1
87th Revised Page 1.12
42nd Revised Page 1.13

With this filing, Bell Atlantic is providing revised tariff pages and necessary support documentation to reinstate Physical Collocation Interconnection service and to modify the existing Virtual Collocation offering in its Tariff FCC No.1.

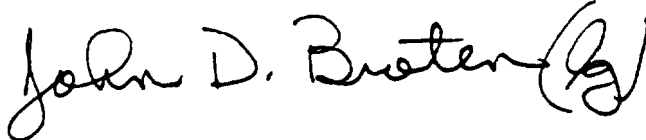
Support information as specified in Section 61.38 of the Commission's Rules is included with this filing.

An amount of \$565.00 has been electronically transmitted to the Mellon Bank in Pittsburgh, Pennsylvania in accordance with the fee program procedures.

The original of this Transmittal letter is being hand-delivered today to the Secretary. In addition, copies of this transmittal have been hand-delivered today to the Commercial Contractor and the Chief, Tariff Review Branch.

Acknowledgment and date of receipt of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

All correspondence and inquiries in connection with this filing should be forwarded to Patricia Koch, Assistant Vice President, External Relations and New Business Issues at 1133 20th Street, N.W., 8th Floor, Washington, DC 20036.

A handwritten signature in black ink that reads "John D. Broten" followed by a stylized circular flourish.

Attachments to the Original:
Duplicate Letter
F.C.C. Form 159

Attachments to the Copies:
Duplicate Letter
Tariff Pages
Support Documentation

ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 980 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 100, 105, 107, 108, 110, 123, 124, 132, 133, 134, 143, 148, 149, 151, 152, 154, 164, 167, 176, 181, 182, 183, 184, 185, and 186 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title 1	3rd	16	5th	43.1	Original
Title 2	2nd	17	7th	44	5th
1	826th*	18	13th	45	2nd
1.1	179th	18.1	Original	46	Original
1.2	139th	19	11th	47	3rd
1.2.1	30th	20	16th	47.1	2nd
1.3	207th	20.1	6th	47.2	2nd
1.4	130th	20.2	5th	48	2nd
1.4.1	19th	20.3	6th	49	1st
1.5	123rd	21	2nd	50	1st
1.6	79th	22	Original	51	9th
1.7	43rd	23	1st	51.1	Original
1.8	165th	24	7th	52	6th
1.9	73rd	25	Original	53	16th
1.10	48th	26	Original	53.1	6th
1.11	22nd	27	2nd	53.2	1st
1.12	87th*	28	2nd	53.3	Original
1.13	42nd*	28.1	Original	54	4th
2	Original	29	2nd	55	Original
3	4th	30	Original	56	3rd
4	8th	31	Original	56.1	7th
5	10th	32	Original	57	16th
6	8th	33	Original	57.1	5th
6.1	6th	34	Original	58	13th
6.2	2nd	35	9th	59	9th
7	11th	35.1	2nd	60	12th
8	10th	36	3rd	61	7th
9	11th	37	7th	62	7th
10	18th	38	1st	62.1	5th
11	19th	39	10th	63	7th
12	3rd	39.1	9th	64	Original
13	2nd	40	3rd	65	4th
14	5th	41	8th	66	2nd
15	2nd	41.1	2nd	67	7th
15.1	5th	42	6th	67.1	2nd
15.2	2nd	43	2nd	68	2nd
				69	6th

(This page filed under Transmittal No. 883)

*New or Revised Pages

Issued: June 4, 1996

Effective: July 19, 1996

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
889	5th	903.16	Original	918.2	8th
889.1	Original	903.17	1st	918.3	10th
890	5th	903.18	Original	918.3.1	1st
890.1	2nd	903.19	Original	918.4	8th
890.2	3rd	903.20	1st	918.5	9th
890.3	2nd	903.21	Original	918.5.1	2nd
890.4	17th	903.22	1st	918.5.2	1st
890.5	4th	903.23	Original	918.6	15th
890.6	3rd	903.24	Original	918.6.1	2nd
890.7	2nd	903.25	Original	918.7	9th
890.8	2nd	903.26	Original	918.7.1	2nd
890.9	2nd	903.27	Original	918.8	9th
890.10	2nd	903.28	1st	918.8.1	Original
890.11	2nd	903.29	1st	918.9	7th
890.12	5th	904	2nd	918.9.1	3rd
890.13	3rd	904.1	2nd	918.9.2	Original
890.14	Original	904.2	1st	918.9.3	Original
891	Original	905	6th	918.9.4	1st
892	Original	906	5th	918.10	13th
893	Original	907	3rd	918.10.1	Original
894	Original	908	7th	918.11	3rd
895	Original	908.1	6th	918.12	3rd
896	Original	909	8th	918.13	3rd
897	Original	909.1	2nd	918.14	3rd
898	1st	910	3rd	918.15	3rd
899	Original	911	5th	918.16	4th
900	Original	911.1	4th	918.17	3rd
901	Original	911.2	2nd	918.18	2nd
902	Original	911.3	3rd	918.19	2nd
903	Original	912	8th	918.20	Original
903.1	1st	912.1	3rd	918.21	Original
903.2	3rd	913	6th	918.22	Original
903.3	3rd	914	6th	919	2nd
903.4	Original	915	7th	920	Original
903.5	Original	916	12th	921	Original
903.6	1st	916.1	11th	922	16th
903.7	1st	916.2	10th	923	14th
903.8	Original	916.3	7th	943	10th*
903.9	Original	916.4	3rd	944	13th*
903.10	Original	917	7th	944.1	Original*
903.11	Original	917.1	11th	945	6th*
903.12	1st	917.2	7th	946	7th*
903.13	1st	917.3	2nd	946.1	Original*
903.14	Original	918	9th	947	9th*
903.15	Original	918.1	8th		

(This page filed under Transmittal No. 883)

*New or Revised Pages

Issued: June 4, 1996

Effective: July 19, 1996

Edward D. Young, III, Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
947.1	Original*	961	6th*		
947.2	Original*	962	9th*		
947.3	Original*	962.1	3rd*		
947.4	Original*	963	6th*		
947.5	Original*	964	9th*		
948	8th*	965	10th		
949	7th*	966	9th		
950	6th*	967	10th		
950.1	Original*	968	9th		
951	7th*	969	9th		
952	7th*	969.1	9th		
953	7th*	970	13th		
953.1	Original*	970.1	4th		
953.2	Original*	971	12th		
953.3	Original*	971.1	6th		
954	5th*	971.2	6th		
955	5th*	972	4th		
955.1	4th*	973	8th		
956	5th*	974	5th		
957	6th*	975	6th		
957.1	Original*	976	6th		
957.2	Original*	977	6th		
957.3	Original*	977.1	8th		
957.4	Original*	978	4th		
958	5th*	979	11th		
959	8th*	980	4th		
959.1	3rd*				
959.2	Original*				
959.3	Original*				
959.4	Original*				
959.5	Original*				
959.6	Original*				
959.7	Original*				
960	6th*				
960.1	Original*				
960.1.1	Original*				
960.2	Original*				
960.3	Original*				
960.4	Original*				
960.5	Original*				
960.6	Original*				
960.7	Original*				
960.8	Original*				

(This page filed under Transmittal No. 883)

*New or Revised Pages

Issued: June 4, 1996

Effective: July 19, 1996

Edward D. Young, III, Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service

19.1 General

This Section contains regulations, terms and conditions for Collocated Interconnection service, hereafter referred to as "Collocated Interconnection" or "Collocation," and associated Switched Transport, Special Access, Exchange Access Frame Relay (XA-FRS), and Exchange Access Switched Multi-Megabit Data Service (XA-SMDS) services provided by the Company to the customer, hereafter referred to as "Collocator." This Section does not apply to any other service offered by the Company. (T)

The Company undertakes to provide Collocated Interconnection offered in this Section pursuant to the regulations, terms and conditions specified herein.

All terms and conditions within this Section apply to each Collocator purchasing Collocated Interconnection unless otherwise specified in Section 19.7.3 following. (T)

Regulations, terms and conditions as specified in this Section of the tariff apply only to the Company's offering of Collocated Interconnection and associated Switched Transport, Special Access, XA-FRS, and XA-SMDS services provided to the Collocator. The regulations, terms, and conditions do not apply to any Collocator offering of services to its Subscribers. (T)
(T)

The provision of Collocated Interconnection by the Company as set forth in this Section does not constitute a joint undertaking with the Collocator for the furnishing of the Collocator's services.

Collocated Interconnection is subject to general regulations as put forth in Section 2 of this tariff unless otherwise stated herein. (T)

Collocated Interconnection will be provided where facilities are available as specified in Section 19.7.3 following.

Requests for Collocated Interconnection at remote offices will be accepted when the necessary space and technical capabilities exist.

Bell Atlantic will accept requests for Collocated Interconnection in central offices not specified in Section 19.7.3 following. For each bona fide request, Bell Atlantic will determine the feasibility of providing Collocated Interconnection from that central office. For Physical Collocation, Bell Atlantic will file the necessary tariff modifications to be effective upon 45 days notice. If necessary, Bell Atlantic will file a request with appropriate state authorities to designate a central office as a Virtual Interconnection office. Tariff modifications reflecting such exemptions will be promptly filed upon approval. These tariff modifications will also be filed to be effective upon 45 days notice. (C)
(C)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.2 Service Description

Collocated Interconnection provides for central office interconnection of Telephone Company-provided interstate Switched Transport, Special Access, XA-FRS, and XA-SMDS services and facilities as specified below to Collocator-provided fiber optic facilities.

This interconnection may be accomplished through either Physical or Virtual Collocated Interconnection arrangements. Each central office where Physical or Virtual Collocated arrangements, or both, are available is identified in 19.7.3 following.

(N)

Collocated Interconnection is provided subject to the availability of suitable space and facilities in each central office building designated in 19.7.3 following.

(N)

Interconnection Cross Connects provides a Cross Connect and associated equipment for interconnecting Telephone Company-provided/tariffed services to an interconnection arrangement.

The Telephone Company will provide interconnection to the following interstate services:

- Special Access Telegraph Grade, DDS Service, and multiplexing functionality
- Voice Grade Service and multiplexing functionality
- 1.544 Mbps DS1 Service and multiplexing functionality
- 44.736 Mbps DS3 Service and multiplexing functionality
- Short Term DS3
- Exchange Access Frame Relay Service (XA-FRS)
- Exchange Access Switched Multi-Megabit Data Service (XA-SMDS)
- IntelliLightSM Services (ICSR, IDWC)
- Sonet Access Loop Termination (SALT)

(T)

Collocated Interconnection is available for Microwave Collocation where feasible on an individually negotiated basis.

The Interconnection Cross Connect can be provided at the DS3 level (44.736 Mbps) and at the DS1 level (1.544 Mbps).

(T)

Short-Term DS3 Service

Short-Term DS3 Cross Connect is provided for Collocators who require a DS3 service for a short duration of 30 days or less, such as for a convention, trade show, or demonstration.

(T)

In order to qualify as a Short-Term DS3 service, the Connect and Disconnect Orders must be placed by the Collocator at the same time, and the disconnect date must be no more than 30 calendar days after the connect date. One renewal of 30 days or less is available provided the request is received prior to the disconnect date of the initial period. Any extension of the disconnect date beyond this 60-day period will not be permitted.

(T)

(C)

Short-Term DS3 service is provided where facilities permit and is subject to a full month's billing for each 30-day period regardless of time in service. In addition, special construction charges for nonreusable equipment or additional labor costs apply. The nonrecurring charges that will be applied to Short-Term DS3 Cross Connects are the same as for Short-Term DS3 channel terminations as specified in Section 7.5.9 preceding.

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.2 Service Description (Cont'd)

19.2.1 Minimum Periods

The minimum service periods for Switched and Special Access Collocated Interconnection facilities are as follows:

DS3: 12 months

All other services: 1 month

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (1) For Switched, Special, XA-FRS, and XA-SMDS Access facilities, the charge for a month or fraction thereof is 100% of the applicable monthly rates for the service as set forth in 19.7 following.

The Minimum Period Charge is in addition to all applicable nonrecurring charges for the service.

(M)

(C)

(T)

(T)

(M)

Material on this page previously appeared on Page 944.

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations

- (A) The Collocator must provide to the Telephone Company the Design and Planning Fee, as specified in Section 19.7 following, along with a completed Collocation Application Form for each central office Collocated Interconnection arrangement requested. Collocators requesting unique Virtual Interconnection arrangements will be billed a negotiated Design and Planning Fee (based on design and planning costs incurred due to their unique Collocation request) following their submission to the Telephone Company of a completed Collocation Application Form and the completion of any necessary initial negotiations. (T)
(C)
- (B) The Telephone Company will process Applications for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Design and Planning Fee in accordance with the provisions of Telephone Company Tariff. No work or design and planning will commence until after the Collocator has provided to the Telephone Company the applicable Design and Planning Fee as specified in Section 19.7 following. (C)
- (C) To the extent practicable and consistent with the needs of the Telephone Company and other Collocators, the Telephone Company will make a best effort to place the Physically Collocated Interconnection space so as to permit the Collocator to expand its Collocated Interconnection space to a contiguous area, up to a maximum of 400 square feet. (N)
- (D) Subject to availability, Physically-Collocated Interconnection will be provided on a first-come, first-served basis in a Physically-Collocated office until such space and facilities are exhausted. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants. Central offices, as defined in Section 19.7.3 following, located within the Collocator premises are available for Collocation subject to the approval of the premises owner. (N)
- (E) If the space remaining in the defined portion of the central office in which Physical Collocation is provided (the "Collocation Space") is less than 100 square feet or otherwise configured so as to be unsuited to meet the requirements of another Collocator that has requested such space, the existing Collocator(s) shall have the option of applying for any portion(s) of the remaining space. Section 19.3.5 following will apply once the space is granted. (N)
- (F) In the event that the Collocator withdraws its request for Collocation service prior to completion, the Telephone Company will refund the pre-paid Design and Planning Fee less the actual costs incurred. (T)
(T)
- (G) Upon receipt of the Collocator's first Collocation Application Form, the Telephone Company will, upon request, make available to the Collocator at cost any applicable Bellcore or Telephone Company-specific documentation as listed in 19.3.5 following. The Collocator is responsible for obtaining all other applications listed in 19.3.5 following. (T)
(T)
(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

(H) A Physical Collocator may occupy only that space set forth in the Collocation schedule(s). Occupancy for all space will be granted upon completion of the Design and Construction work as defined in Section 19.3.1 following, including installation of the Telephone Company cabling at the Point of Termination based on the requested electrical DS3 and DS1 Interconnections identified by the Physical Collocator in the Application for Collocation. The Telephone Company will use its best efforts to provide occupancy of the space(s) on the agreed date and will keep the Collocator advised of any delays. However, if the Telephone Company fails for any reason to provide occupancy of the space(s) to the Collocator within the agreed-to interval for turnover of space(s), the Telephone Company shall not be liable to the Collocator in any way as a result of such failure to provide occupancy, provided that the Telephone Company has used reasonable efforts to provide occupancy within the estimated interval for turnover. In the event that the Telephone Company is delayed in providing occupancy to the Collocator for any reason other than the acts or omissions of the Collocator, the Collocator shall not be obliged to pay the Occupancy Fees for such space(s) until the date that the Telephone Company provides occupancy to the Collocator.

(N)

(N)

(I) The Telephone Company shall have the right to terminate all Collocated Interconnection arrangements at any time with respect to Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s) where the central office premises becomes the subject of a taking by an eminent authority having such power. The Telephone Company shall notify the Collocator of such termination and identify the schedule by which the Collocator must proceed to have the Collocator's equipment or property removed from the Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s). The Collocator shall have no claim against the Telephone Company for: (1) any relocation expenses (unless the Telephone Company is awarded relocation expenses as part of any award made for such taking), (2) any part of any award that may be made for such taking or value of any unexpired initial term or Renewal Periods that result from a termination by the Telephone Company, or (3) any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the Collocator from making its own claim against the eminent authority ordering the taking of the central office premises.

(T)

(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

- (J) The Collocator may terminate Collocated Interconnection arrangements or any portion thereof (in one hundred (100) square feet increments), Cable Support Structure Space, Cable Space(s) and other arrangements described in Section 19.9 following by giving ninety (90) days prior written notice to the Telephone Company. However, any remaining Collocated Interconnection Space may not be less than one hundred (100) square feet. The Collocator is responsible for the costs of such partial termination.
- (K) Collocated Interconnection arrangements will automatically terminate if the central office in which the space is located is closed, decommissioned or sold and is no longer used as a Telephone Company central office. At least ninety (90) days notice will be given to the Collocator of events which may lead to the automatic termination of any such arrangement pursuant to this tariff. The Telephone Company will work with the Collocator to identify alternative Collocated Interconnection arrangements.
- (L) The regulations for Shared Use Analog and Digital High Capacity Services, as specified in Section 7.4.8 preceding, are not applicable for the services provided under the Collocated Interconnection.
- (M) When special construction of network facilities is required for the provision of Collocated Interconnection, the regulations for special construction are as set forth in the applicable Special Construction Tariff; however, the applicable rates and charges shall be filed in this section of this tariff, not in the Special Construction tariff.
- (N) Collocators will be prohibited from directly or indirectly interconnecting one individual Collocator's facilities to another within the central office without express written permission of the Telephone Company. Collocated Interconnection is available only for Collocator-provided and -operated facilities.
- (O) The regulations described herein are in addition to other terms and conditions specified in this tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.

(N)

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning

- (A) Upon receipt of a completed Collocation Application Form for Physical Collocation in an office that has been listed in Section 19.7.3 following, the Telephone Company will calculate estimated construction charges on a time and materials basis and provide the estimate to the Collocator. This includes the rates for the construction work undertaken on behalf of the Collocator and any vendor(s) charges for materials. The Telephone Company shall notify the Collocator of the estimated construction charges in writing within 30 business days following receipt of a Physical Collocation Application Form. (N)
- (B) If adequate space is unavailable, the Telephone Company will make a reasonable effort to negotiate a tariffed Virtual Collocation arrangement. If the Collocator elects to apply for Virtual Collocation, the difference between the Physical and Virtual Design and Planning Fee will be refunded. If it is determined that adequate space is unavailable and the Collocator does not desire Virtual Collocation, the Telephone Company will refund the pre-paid Design and Planning Fee less the reasonable costs incurred. (N)
- (C) A Physical Collocator shall have 30 days from receipt of the estimated construction charges to pay the first installment (50%) of the Collocated Interconnection construction work estimate charges. The estimated interval for turnover of space will run from the date of payment by the Physical Collocator of the first installment of the estimated Collocated Interconnection construction work charges and will be contingent upon receipt of all applicable required permits. Unless the Collocator notifies the Telephone Company to the contrary, this payment shall signify acceptance of the design as well as all construction work estimates. If the Telephone Company does not receive the first installment of the estimated construction charges within the 30-day period, the Telephone Company will consider the offer rejected and has the right to make the available space allocated for that application available to meet additional Collocator requests. The Telephone Company will refund the pre-paid Design and Planning Fee less the reasonable costs incurred. (T)
- (D) The Telephone Company shall designate all spaces to be occupied by the Collocator's facilities. (T)
- (E) In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the Collocator's designated facilities, the Telephone Company will include the costs of needed rearrangement activities either in the Special Construction Tariff or in Section 19.9 following depending on the nature of the work involved.
- (F) The Collocator agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans and schedules for the central office and installation of the Collocator's designated equipment within the central office. (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Acceptance and Turnover of Space(s)

(N)

- (A) The Telephone Company will notify the Physical Collocator in writing of the completion of the Collocated Interconnection construction work.
- (B) Prior to beginning installation work or occupancy, the Physical Collocator must provide the Telephone Company with a signed statement indicating acceptance of the Collocated Interconnection construction work. The Telephone Company will render a final bill to reconcile the Collocated Interconnection construction work estimate with actual costs when specific charges are made available after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date.
- (C) Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection Space, the Collocator must obtain the Telephone Company's written approval of the Collocator-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.2 Acceptance and Turnover of Space(s) (Cont'd)

(N)

(D) Temporary Staging Area

The Physical Collocator shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the Physical Collocator's equipment installation work in the Collocated Interconnection Space. The Physical Collocator is responsible for protecting the Telephone Company's equipment and central office walls and flooring within the staging area and along the staging route. The Physical Collocator will store equipment and materials within the Collocated Interconnection Space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). The Physical Collocator will meet all Telephone Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of the installation work. The Telephone Company may assess a cleaning charge for failure to comply with this obligation. The cleaning charge will be as set forth for Additional Labor in the Telephone Company's tariff(s), Access Service, Section 13.

(E) Inspections of Physical Collocator's Facilities

The Telephone Company has the right to inspect, at the Physical Collocator's expense, the completed installation of the Physical Collocator's equipment and facilities and to make subsequent and periodic inspections of the Physical Collocator's equipment and facilities occupying Collocated Interconnection Space(s), associated Cable Space and Cable Support Structure Space. Such further inspections will be at the expense of the Physical Collocator if that Physical Collocator is found not to be in compliance with the terms and conditions of this tariff. The Telephone Company will notify the Physical Collocator in advance of such inspections, and the Physical Collocator shall have the right to be present at the time of inspection.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.3 Other Obligations of Collocators

(N)

(A) Insurance

All following regulations apply, unless otherwise agreed to between the Physical Collocator and the Telephone Company, and specifically explained in Section 19.9 following.

- (1) The Physical Collocator shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following and underwritten by insurance companies licensed to do business in the jurisdiction where Collocation occurs having a BEST Insurance rating of at least AA-12. The Telephone Company shall be named as an ADDITIONAL INSURED and a LOSS PAYEE on ALL applicable policies as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following.
- (2)
 - (a) Comprehensive General Liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
 - (b) Umbrella/Excess Liability coverage in an amount of \$10 million in excess of coverage specified in (a) above.
 - (c) All Risk Property coverage on a full replacement cost basis insuring all of the Physical Collocator's real and personal property situated on or within the Telephone Company location(s). The Physical Collocator may also elect to purchase business interruption and contingent business interruption insurance.
 - (d)
 - (1) Statutory Worker's Compensation coverage
 - (2) Contractual Liability coverage
 - (3) Automobile Liability coverage
 - (4) Employer's Liability coverage in an amount of \$2 million.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.3 Other Obligations of Collocators (Cont'd)

(N)

(A) Insurance (Cont'd)

- (3) All policies purchased by the Physical Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (4) All insurance must be in effect on or before the commencement of the work called for in this tariff and shall remain in force as long as the Physical Collocator's facilities remain within the Telephone Company's central offices. If the Physical Collocator fails to maintain the coverage, the Telephone Company will assume the expense for such coverage and seek reimbursement from the Physical Collocator. Failure to make a timely reimbursement will constitute a material breach of the terms of this tariff.
- (5) The Physical Collocator shall submit certificates of insurance and copies of policies reflecting the coverage specific in Sections 19.3.3(A)(2)(a), (b), (c), and (d) preceding prior to the commencement of the work called for in this tariff. The Physical Collocator shall arrange for the Telephone Company to receive 30 days advance notice of cancellation from the Physical Collocator's insurance company. Notice of cancellation should be forwarded to:

Director - Corporate Risk Management
Bell Atlantic Network Services, Inc.
1717 Arch Street - 28W
Philadelphia, Pennsylvania 19103
- (6) The Physical Collocator must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations the Telephone Company shall hereafter agree to.
- (7) Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this tariff arrangement.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.4 Use of Space

(N)

(A) "Efficiently used" shall mean that substantially all of the floor space is taken up by the equipment specified in the Telephone Company tariffs and the minimum necessary circulation space around the equipment that is needed to provide access for installation, maintenance, use, repair and removal of the equipment, and that no more than 50% of the floor space is used for storage cabinets and work surfaces as specified in Section 19.4(C) following.

(B) If Collocated Interconnection Space is needed to accommodate another Physical Collocator or the Telephone Company's service, the Telephone Company may take back from the Physical Collocator any Collocated Interconnection Space beyond the minimum increment of 100 square feet that is not being "efficiently used." In addition, the Telephone Company may take back for the same purposes the minimum increment of 100 square feet if it is not being used at all to house equipment specified in the Telephone Company tariffs for Collocated Interconnection. The Physical Collocator will have ninety (90) days from the time of notice by the Telephone Company to the Physical Collocator of the need for such space to ensure that such space is being used in accordance with the terms herein.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance

(T)

(A) Specifications

- (1) Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, and any other governing authority having jurisdiction. All Collocated entrance facilities and splices must comply with the Bellcore Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities. The Collocator's designated equipment located within the Telephone Company's central office must comply with the most recent issue, unless otherwise specified, of Bellcore Network Equipment - Building System (NEBS) requirements (GR-63-CORE). This equipment must also comply with the most current issue, unless otherwise specified, of the Telephone Company's Installation Supplier Standards (Bell Atlantic Information Publication IP 72200) and the Telephone Company's Central Office Engineering Standards (Bell Atlantic Information Publication IP 72013). (T)
- Where a difference in specification may exist, the more stringent shall apply. The Collocator's designated facilities shall not electronically or inductively interfere with the Telephone Company's, other Collocator's, tenant's or any other party's facilities. If such interference occurs, the Telephone Company may take action as permitted under Section 2 preceding. (T)
- (2) The Telephone Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this tariff. In such cases, the Telephone Company will at its discretion furnish to the Collocator written material which will specify and explain the required construction. (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(B) Entrance Facilities

(1) Entry Points

The Telephone Company will provide, when requested, two separate points of entry to a central office whenever there are at least two entry points for the Telephone Company cable and both entrances have available facilities. In those central offices with only one entry point, a Collocator may request Special Construction of any additional entry points. The Design and Planning fee is based on the requested number of entry points. Special Construction charges as specified in the Special Construction tariff or Section 19.7 following, will apply in these instances.

(T)

(T)

(T)

(T)

(2) Central Office Manhole

The Collocator is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and for leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office to the location of the Collocated Interconnection Space or the Virtual Collocation equipment as the case may be.

(T)

(T)

(T)

A Virtual Collocator alternatively may request a Telephone Company-performed splice to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault. If the cable vault splicing option is chosen, the Collocator is still responsible for placement of the fiber optic facility to the central office manhole or another Telephone Company-designated location.

(T)

(T)

(T)

(T)

The installation and maintenance of the fiber optic cable to the Telephone Company designated location requires a Bell Atlantic escort. Escorts shall be paid for based on rates as specified in Section 19.5 following. All Collocator work performed on the Telephone Company premises requires a Telephone Company escort.

In the Telephone Company-designated location serving the central office in a Telephone Company manhole, the Telephone Company reserves the right to exclude all equipment and facilities, other than cable, from its central office manholes. No metallic sheath cable may be placed in the Telephone Company manholes or central offices. No Collocator-performed splicing will be permitted in the central office or manhole.

(3) Point of Interconnection

The Telephone Company will designate Point(s) of Interconnection at the point(s) of demarcation between the Collocator-designated facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection.

(T)

(T)

(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd) (T)

(B) Entrance Facilities (Cont'd)

(4) Cable Installation and Cable Support Structure

The Telephone Company will extend the Collocator-provided, Telephone Company-owned fiber optic cable to the cable vault and place the cable in the Telephone Company-provided fire retardant tubing prior to extension to the central office equipment. Any applicable Special Construction charges will apply. (T)

In Virtual Collocation, the Collocator may opt for the cable vault splicing option. The Telephone Company will extend the Collocator-provided, Telephone Company-owned fiber optic cable to the cable vault where it will be spliced to the Telephone Company-provided fire retardant cable. (C) (T) (T)

The Telephone Company is responsible for installing the Collocator-designated fiber optic feeder cable in the Cable Support Structure to the Collocated Interconnection location. The cable installation and Cable Support Fees are set forth in Section 19.7 following. (T) (T)

(C) Collocated Interconnection Space (N)

(1) Physical Collocation Space

The Telephone Company is responsible for providing Collocated Interconnection Space in accordance with this tariff. The Physical Collocator will be responsible for accepting delivery, installation and maintenance of its equipment within the Collocated Interconnection Space. The Physical Collocator may not construct improvements or make alterations or repairs to the Collocated Interconnection Space without the prior written approval of the Telephone Company. (N)

(2) Virtual Collocation (N)

The Telephone Company will be responsible for installation, maintenance and all related activities between its equipment and the Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Collocator-provided, Telephone Company-owned equipment and the Telephone Company-designated location serving the central office building. The Telephone Company is also responsible for maintenance of the Collocator-provided, Telephone Company-owned equipment. (T) (T) (T) (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(D) Point of Interconnection

(N)

(1) Physical Collocation

The Telephone Company will designate Point(s) of Interconnection at the point(s) of physical demarcation between Physical Collocator's facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection. The Physical Collocator will pay a Maintenance of Service Charge, as specified in Section 13 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the Physical Collocator's side of the Point of Interconnection; e.g., in the connection cabling or associated cross connections on the Physical Collocator's side.

(2) Virtual Collocation

The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance. The Collocator is responsible for providing the terminating transmission equipment, as specified in Section 19.3.5(G) following. The Collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the Collocator shall provide the following:

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins
- all unique tools and test equipment

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(E) Installation and Engineering Options

The Collocator has two options for the installation and engineering of the Collocator-provided, Telephone Company-owned equipment: (1) engage the services of the Telephone Company at rates specified in Section 19.7(C) and/or 19.7(D) following; (2) contract directly with a Telephone Company approved installation vendor. Under option (2), the Collocator may itself become a Telephone Company-approved installation vendor upon prior approval of the Telephone Company.

(T)

(T)

(F) Non-Compliant Installations and Operations

If at any time the Telephone Company reasonably determines that either the equipment or the engineering and installation, if contracted per (2) above, does not meet the requirements outlined in this tariff, the Collocator will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the Collocator fails to correct any non-compliance with these standards within 15 days' written notice to the Collocator, the Telephone Company may have the equipment removed or the condition corrected at the Collocator's expense. If, during the installation phase, the Telephone Company reasonably determines that any Collocator-designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security or other laws or regulations, the Telephone Company has the right to immediately stop the work until the problem is corrected to the Telephone Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Telephone Company employees, interferes with the performance of the Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the Collocator. The reasonable cost of said work and/or actions shall be borne by the Collocator. The Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and the Telephone Company standards.

(T)

(T)

(T)

(T)

(T)

(T)

(T)

(T)

(T)

(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd) (T)

- (G) Defined Virtual Telegraph Grade, Voice Grade, DDS, DS1, and DS3 Collocated Interconnection services will interconnect with Transmission Equipment (i.e., SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE)) located in the Telephone Company's central office. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, will be provided by the Collocator to the Telephone Company for a nominal sum. The Telephone Company will own and maintain the fiber, cable, and transmission equipment that the Telephone Company purchases from the Collocator. Upon termination of the service arrangement pursuant to the Telephone Company tariff, the Collocator has the option of repurchasing the same SNE or OLTE for the same nominal sum initially paid to the Collocator. (T)
- (H) The Collocator will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Bellcore, must be consistent with those used by the Telephone Company for its own equipment. (T)
- (I) All central office Collocated Interconnections will be Telegraph Grade, Voice Grade, DDS, DS1, or DS3 at the electrical side of the transmission equipment as listed in 19.3.5(G) preceding. (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(J) DS3 to DS1 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(K) DS1 to Voice Grade multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(L) DS1-DS0 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(M) DS0-Subrate multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(N) Voice Grade to Telegraph multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(O) If the Collocator wishes to view the Virtual Collocation arrangement in the Telephone Company central offices, the Collocator's personnel will be allowed access only when a Telephone Company-authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company-authorized representative's time will be as set forth for Collocation Labor rates as specified in Section 19.7 following.

(T)

(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(P) Security Arrangements

(N)

- (1) The Physical Collocator must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company central offices.
- (2) The Physical Collocator will maintain with the Telephone Company a list of all Physical Collocator employees who are currently authorized by the Physical Collocator to access its Collocated Interconnection Space and will include social security numbers of all such individuals. The Physical Collocator will also maintain with the Telephone Company a list of its Collocated-approved vendors and their Social Security numbers who request access to Interconnection Space. Only those individuals approved by the Telephone Company will be allowed access to the Telephone Company central office and the Collocated Interconnection Space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Physical Collocator personnel must obtain and conspicuously wear a non-employee Bell Atlantic identification card. No former employee of the Telephone Company will be given access to the Telephone Company central office by the Physical Collocator without the expressed written consent of an authorized Telephone Company employee at the director level or higher.
- (3) The Telephone Company, for good cause shown, may deny access to any individual authorized by the Physical Collocator to have access to its space.
- (4) In the event of work stoppages, separate entrances will be established for the Physical Collocator, where possible. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The Physical Collocator will notify the Telephone Company of any work stoppages by Physical Collocator employees.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(Q) Removals, Relocations and Rearrangements

(N)

Upon termination of all or any 100-square-foot portion of the Physical Collocator's Collocated Interconnection arrangements pursuant to Section 2 of this tariff, the Physical Collocator must remove its equipment from that space within 30 days. Upon removal by the Physical Collocator of all its equipment from the Collocated Interconnection Space or portion thereof, the Physical Collocator will reimburse the Telephone Company for the cost to restore the Collocated Interconnection Space to its original condition at time of occupancy and to make whatever modifications are needed to reduce the size of the occupancy. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Due to physical and technical constraints, removal of cable will be at the Telephone Company's option. When the Physical Collocator wishes to consolidate its facilities which were located in two or more Collocated Interconnection Space locations, a request must be submitted to the Telephone Company, and the Telephone Company will provide the Physical Collocator with an estimate of the cost which the Physical Collocator must pay for such a consolidation, the cost of which will be calculated on the basis of the initial construction. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Monthly charges for Cable Support Structure apply until the cable is removed. The Removal Charge will be applied on a time and materials basis as set forth in Section 13 preceding.

(R) Access Rights of the Telephone Company

The Physical Collocator will provide access to its Collocated Interconnection Space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. Except under emergency conditions, the Telephone Company will notify the Physical Collocator when access is required, and the Physical Collocator will have the option to be present at the time of access. If emergency access occurs, the Telephone Company will inform the Physical Collocator as soon as reasonably possible after the termination of the emergency.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(T)

(S) Shared Building Facilities

(N)

Where the Physical Collocator shares a common entrance to the central office with the Telephone Company, the reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted. However, access to such facilities may be restricted by security requirements, and a Telephone Company employee may be required to accompany the Physical Collocator's personnel.

In certain central offices, the Collocator's personnel will be allowed access only when an authorized Telephone Company technician is available. The Telephone Company shall provide a technician to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company technician's time will be as set forth for Additional Labor in the Telephone Company's tariff, Access Service, Section 13 preceding.

(N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.6 Rules of Conduct

(T)

The Collocator agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office, the Telephone Company's personnel and vendors provided to the Collocator. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the Collocator with written notice of such changes.

(T)

(T)

(T)

(T)

(T)

19.3.7 Liability and Damages

(T)

(A) The Telephone Company shall be liable to the Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of the Telephone Company's agents or employees to the Collocator-designated facilities or equipment occupying the Telephone Company's central office. The Telephone Company shall not be liable to the Collocator or customers of the Collocator for any interruption of the Collocator's service or for interference with the operation of the Collocator-designated facilities arising in any manner out of the Collocator's presence in the Telephone Company's central office(s), unless such interruption or interference is caused by the Telephone Company's willful misconduct.

(T)

(T)

(T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

- (B) The Collocator shall indemnify, defend and hold harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the Collocator-designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 19.3.7 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 3 years from the date of termination. (T)
- (C) The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all damages, cost and expenses imposed on the Telephone Company as a result of the Collocator's presence in the central office and/or acts by the Collocator, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangement resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights. (T)
- (D) In no event shall the Telephone Company or any of its directors, officers, employees or agents be liable for any loss of profit or revenue by the Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The Collocator shall indemnify, defend and hold harmless the Telephone Company, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all claims, cost, expenses or liability arising out of installation and engineering of Collocation equipment. (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

- (E) The Collocator represents, warrants and covenants that the Collocator shall not cause or permit any other party to cause any environmental conditions in, at or affecting the Telephone Company's central office which violate any Federal, State or Local law, ordinance, rule or regulation. The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission and the termination of any Collocation arrangement with the Collocator for at least 3 years from the date of termination. (T)
- (F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by the Collocator, the damages thereto but not the Collocator equipment contained therein shall be repaired by and at the expense of the Telephone Company. (T)
- (G) The Physical Collocator shall be responsible to ensure that all persons under its control work in compliance herewith, satisfactorily, and in harmony with all others working in the Telephone Company's central office and Cable Support Structure Space. (N)
- (H) (1) If the demised premises or any part thereof shall be damaged by fire or other casualty, the Physical Collocator shall give immediate notice thereof to the Telephone Company, and the regulations in this tariff shall continue in full force and effect except as hereinafter set forth.
- (2) If the Collocated Interconnection Space is partially damaged or rendered partially unusable by fire or other casualty not caused by the Physical Collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company.
- The Occupancy Fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocated Interconnection Space and/or associated Cable Support Structure Spaces which is usable.
- (3) If the Collocated Interconnection Space or Cable Support Structure Space or Cable Space is totally damaged or rendered unusable by fire or other casualty not caused by the Physical Collocator, then the Occupancy Fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same, as hereinafter provided. (N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

(I) If the Collocated equipment location or Cable Support Structure Space is rendered wholly unusable through no fault of the Physical Collocator, or if the building shall be so damaged that the Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Telephone Company may elect to terminate the Collocated Interconnected arrangements in the damaged building by providing written notification to the Collocator within 90 days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. The Physical Collocator shall forthwith quit, surrender and vacate the premises without prejudice. However, the Telephone Company's rights and remedies against the Physical Collocator in effect prior to such termination, and any Occupancy Fee owing, shall be paid up to such date. Any payments of Occupancy Fee made by the Physical Collocator which were on account of any period subsequent to such date shall be returned to the Physical Collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the condition of (2) and (3) preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the Physical Collocator shall cooperate with the Telephone Company's restoration by removing from the Collocated Interconnection Space, as promptly as reasonably possible, all of the Physical Collocator's salvageable inventory and movable equipment, furniture and other property. The Physical Collocator's liability for Occupancy Fee shall resume either upon occupancy by the Physical Collocator or 30 days after written notice from the Telephone Company that the Collocated Interconnection Space or Cable Support Structure Space is restored to a condition comparable to that existing prior to such casualty.

(T)

(C)

(C)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201